



Notice of Service of Process

Transmittal Number: 21786229
Date Processed: 07/22/2020

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| Primary Contact: | State Farm Enterprise SOP Corporation Service Company- Wilmington, DELAWARE 251 Little Falls Dr Wilmington, DE 19808-1674 |
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| Entity: | State Farm Mutual Automobile Insurance Company Entity ID Number 3461675 |
| Entity Served: | State Farm Mutual Automobile Insurance Company |
| Title of Action: | Mandy Anne Truman vs. State Farm Mutual Automobile Insurance Company |
| Matter Name/ID: | Mandy Anne Truman vs. State Farm Mutual Automobile Insurance Company (10386965) |
| Document(s) Type: | Summons/Complaint |
| Nature of Action: | Contract |
| Court/Agency: | Richmond City Circuit Court, VA |
| Case/Reference No: | CL20003265-00 |
| Jurisdiction Served: | Virginia |
| Date Served on CSC: | 07/21/2020 |
| Answer or Appearance Due: | 21 Days |
| Originally Served On: | CSC |
| How Served: | Personal Service |
| Sender Information: | Bryn Swartz 804-505-0633 |

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To avoid potential delay, please do not send your response to CSC

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COMMONWEALTH OF VIRGINIA



RICHMOND CITY CIRCUIT COURT
Civil Division
400 NORTH 9TH STREET
RICHMOND VA 23219

Summons

To: STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY
SVE: CORPORATION SERVICE CO
100 SHOCKOE SLIP, FLOOR 2
RICHMOND VA 23219

Case No. 760CL20003265-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Thursday, July 16, 2020

Clerk of Court: EDWARD F JEWETT

by

Catherine White

(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name:

SWARTZ, BRYN
804-505-0633

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

MANDY ANNE TRUMAN,
Plaintiff

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

SERVE: Corporation Service Company
100 Shockoe Slip, Floor 2
Richmond, VA, 23219 - 4100

Defendant.

Case No.:

CL20-3265-7

COMPLAINT

COMES NOW the Plaintiff, Mandy Anne Truman, by counsel, and respectfully moves the Court for judgment against the Defendant in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** plus double prejudgment interest, reasonable attorney's fees, and costs/expenses as hereinafter set forth. In support whereof, Plaintiff respectfully states as follows:

1. Defendant, State Farm Mutual Automobile Insurance Company, is a nonstock corporation licensed to conduct business in the Commonwealth of Virginia and is an insurance company licensed in Virginia to write insurance as defined in Code of Virginia § 38.2-124. Its registered agent is Corporation Service Company, 100 Shockoe Slip, Floor 2, Richmond, Virginia 23219-4100.
2. On or about August 2, 2013, Plaintiff, Mandy Anne Truman, was involved, and injured, in a rear-end car accident.

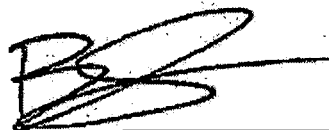
3. At the same time, Plaintiff had an insurance contract in place with Defendant that set forth a duty for Defendant to reimburse Plaintiff's medical bills arising out of a car accident.
4. As a direct and proximate result of the August 2, 2013 car accident, Plaintiff incurred medical bills in excess of \$425,000.00.
5. Defendant is under a legal duty pursuant to Virginia law and contract to reimburse Plaintiff for medical bills incurred in relation to her August 2, 2013 car accident.
6. By correspondence to Plaintiff dated July 17, 2015 or, in the alternative, October 8, 2015, Defendant indicated its denial, refusal, and failure to reimburse Plaintiff for her medical bills pursuant to the contract in place between the parties at the time of Plaintiff's accident. In so doing, Defendant violated its legal and contractual duty to reimburse Plaintiff's medical bills and breached the contract between it and Plaintiff.
7. The contract between the parties called for Defendants to reimburse Plaintiff for up to one hundred thousand dollars \$100,000 in medical bills related to a given car accident. Prior to denying, refusing, and failing to pay, Defendant paid Plaintiff approximately twenty-five thousand dollars (\$25,000.00) of its \$100,000.00 limit for reimbursement of medical expenses, leaving approximately seventy-five thousand dollars (\$75,000.00) unpaid pursuant to the contract.
8. Defendant's denial, refusal, and failure to reimburse Plaintiff's medical bills was arbitrary and made in bad faith in violation of Code of Virginia § 8.01-66.1.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**, double prejudgment interest from the date

of breach, reasonable attorney's fees, costs, and such other relief as the Court deems just and proper.

Respectfully Submitted,
MANDY ANNE TRUMAN

By:



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